

## Terms and conditions of Sale

### 1. Shipments

Shipments, deliveries, payment terms and performance of work shall at all times be subject to the approval of Multi-Contact or its agents. Multi-Contact or its agents may, at any time, decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Multi-Contact or its agents.

### 2. Prices

All prices quoted by Multi-Contact or its agents are net. List prices are subject to change without notice. Prices stated on this form are contingent upon acceptance of delivery by the Buyer of all goods subject to this order within six (6) months and can be increased or decreased at Multi-Contact's or its agents's option upon ninety (90) days' written notice by Multi-Contact or its agents. Subject to Section 1, Multi-Contact's or its agents's payment terms are net thirty (30) days from the date of invoice. Pursuant to California law a charge of one and one-half percent (1 1/2 %) per month is made on the past due balance of any account in order to reimburse Multi-Contact or its agents for estimated administrative and other costs associated with delinquent accounts. The Buyer agrees that such a charge is reasonable in the light of the anticipated or actual harm caused by reason of the Buyer's delinquency, the difficulties of proof of loss, and the inconvenience or nonfeasibility of Multi-Contact or its agents otherwise obtaining a remedy. The Buyer further agrees that such a charge is not an agreement express or implied to give further time for payment.

### 3. Minimum Order

The minimum order value is \$ 100.00.

### 4. Shipping Tolerance

All special orders may vary by + or - 10% of the total quantity ordered. Standard package unit may be substituted if split unit package is ordered.

### 5. Taxes

The buyer shall promptly pay any taxes which Multi-Contact or its agents may be required to pay or collect under any existing or future law for the account of the Buyer. California sales tax shall be added to shipments made within California unless a valid resale certificate has been filed with Multi-Contact or its agents.

### 6. Costs

All transportation costs and insurance charges shall be invoiced to the Buyer. F. O. B. point is Santa Rosa, California. Multi-Contact or its agents reserve the right to ship by carrier of its discretion unless otherwise specified by the Buyer.

### 7. Warranty

If the goods furnished to the Buyer shall fail due to defective material or workmanship, within one (1) year from the date of shipment, Multi-Contact or its agents shall replace such nonconforming goods or repair such nonconforming goods without charge to the Buyer. This warranty does not apply if the goods have been damaged by accident, abuse, misuse, modification, or misapplication; by damage during shipment; or by improper service. The foregoing warranty is exclusive and NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE OR DESIGN SHALL EXIST IN CONNECTION WITH ANY OF THE GOODS SUPPLIED HEREUNDER, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. This warranty allocates the risk of the failure of goods between Multi-Contact or its agents and the Buyer as authorized by applicable law. No employee, agent, dealer, or other person is authorized to give any warranties on behalf of Multi-Contact or its agents or to assume for Multi-Contact or its agents any other liability in connection with any of its goods, except in writing and signed by an officer of Multi-Contact or its agents.

Multi-Contact or its agents make no representation that the goods comply with any present or future federal, state, or local regulation or ordinance. Compliance is the Buyer's responsibility. The use of Multi-Contact's goods should be in accordance with the provisions of the national Electric Code U.L and/or other industry or military standards that are pertinent to the particular end use. Installation or use not in accordance with these codes and standards could be hazardous.

### 8. Claims

All goods shall be inspected by the Buyer when received, and every claim on account of defective material, workmanship, or shortages, or for any other cause shall be deemed waived by the Buyer unless made in writing and received by Multi-Contact or its agents within thirty (30) days from the date of receipt of such goods to which such claim relates. Upon receipt of such claim Multi-Contact or its agents shall be given a reasonable opportunity to inspect such goods. No goods shall be returned to Multi-Contact or its agents without written authorization by Multi-Contact or its agents.

Returned goods shall be subject to 15% restocking charge, F.O.B. destination and prepaid. No claim of any kind, whether as to goods delivered or for nondelivery of goods shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed.

### 9. Change Orders

Request for a scheduled delivery change or cancellation will be deemed waived by buyer unless Multi-Contact or its agents is notified thirty (30) days prior to the original scheduled delivery.

### 10. Damages

IT IS EXPRESSLY AGREED THAT SECTION 6 STATES THE BUYER'S SOLE AND EXCLUSIVE REMEDY for any breach of warranty and or any claim for personal injury, property damage, or commercial loss, whether sounding in contract, tort, strict liability, or negligence, based on any defect in any goods of Multi-Contact or its agents. Without limiting the generality of the preceding sentence, it is expressly agreed that MULTI-CONTACT OR ITS AGENTS SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, including any labor or other costs incurred by the Buyer as a result of such defect or incident to the repair or replacement or inability to use any goods.

### 11. Force Majeure

Multi-Contact or its agents shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of the Multi-Contact or its agents in the reasonable conduct of business.

### 12. Modifications of Agreement

This agreement cannot be modified in any way, except in writing, signed by the parties herein.

### 13. Waiver

Waiver by Multi-Contact or its agents of a breach of any of the terms and conditions set forth above shall not be construed as a waiver of any other or subsequent breach.

### 14. Governing Law

California law governs all transactions performed by Multi-Contact or its agents.

### 15. Collection Costs

In the event the Buyer defaults in the terms of payment, Multi-Contact or its agents may recover from the Buyer all costs of collection, including, and without limitation, reasonable attorneys' fees, whether or not such collection includes the commencement of a lawsuit.

### 16. Terms and Conditions

Multi-Contact or its agents accept orders only upon the foregoing terms and conditions, which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Buyer. Acceptance of delivery of the goods shall be deemed agreement herewith by the Buyer.

Writing, concept and design:  
Multi-Contact USA, Santa Rosa, California

Layout by Jon Thomson

In many ways contributing to this project were:  
Ceebee, David, Debbie, Eldine, Hank, Joe, John, Jon, Joni, Ken, Martha, Michael,  
Mike, Phil, Ron, Sandy, Steve, Tom, and Tom B.

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Jacques, Helmut, John, Boris, Václav, Bill and Al.

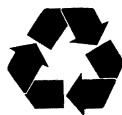
Certification: Philip M. Levin, Esq., San Francisco

Authentication: Claire M. Calderon, CPA, Sebastopol

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